

UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY Caption in Compliance with D.N.J. LBR 9004-1(b)	
ARCHER & GREINER, P.C. Stephen M. Packman, Esq. Douglas G. Leney, Esquire ARCHER & GREINER, P.C. 1025 Laurel Oak Road Voorhees, NJ 08043 Telephone: (215) 963-3300 Facsimile: (215) 963-9999 Email: <a href="mailto:spackman@archerlaw.com">spackman@archerlaw.com</a> <a href="mailto:dleney@archerlaw.com">dleney@archerlaw.com</a>  <i>Proposed Counsel for Debtors and Debtors-in-Possession</i>	
In re:	Chapter 11
PLASTIC SUPPLIERS, INC., <i>et al.</i> , <sup>1</sup>	Case No. 24-22549
Debtors.	(Jointly Administered)

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**NOTICE OF POTENTIAL ASSUMPTION AND ASSIGNMENT  
OF CONTRACTS AND LEASES**

**PLEASE TAKE NOTICE THAT** on December 24, 2024, Plastic Suppliers, Inc. (“PSI”), Specialty Films, Inc. (“SFI”) and Sidaplast, Inc. (“SI”, together with PSI and SFI, the “Debtors”), the above-captioned debtors and debtors in possession, filed the *Debtors’ Motion for Entry of Orders (I) (A) Establishing Bid Procedures Relating to the Sale of Substantially all of the Debtor’s Assets; (B) Approving Bid Protections for the Stalking Horse Purchaser, Including Break Up Fee and Expense Reimbursement, (C) Establishing Procedures Relating to the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases; and (D) Scheduling a Hearing to Consider the Proposed Sale and Approving the Form and Manner of Notice Thereof; and (II)(A) Approving the Proposed Sale; (B) Approving the Assumption and Assignment of Executory Contracts and/or Unexpired Leases; and (C) Granting Related Relief* (the “Sale Motion”).<sup>2</sup>

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the Debtors’ federal tax identification number (if applicable), are: Plastic Suppliers, Inc. (9518), Specialty Films, Inc. (4273) and Sidaplast, Inc. (4275). The corporate headquarters and the mailing address for the Debtors is 2400 Marilyn Park Lane, Columbus, Ohio 43219.

<sup>2</sup> Unless otherwise defined herein, capitalized terms shall have the meanings ascribed to them in the Sale Motion or the Bidding Procedures (defined herein).

**PLEASE TAKE FURTHER NOTICE** that, by the Sale Motion, the Debtors seek, among other things, to sell all of the Debtors' right title and interest in to substantially all of the Debtor's assets (collectively, the "Assets").

**PLEASE TAKE FURTHER NOTICE** that on January 10, 2025, the Bankruptcy Court entered an Order (the "Bidding Procedures Order") approving the Bidding Procedures (the "Bidding Procedures") as set forth in the Sale Motion, which set the key dates and times related to the sale of the Assets.

**PLEASE TAKE FURTHER NOTICE** that the Debtors have indicated on Schedule 1 attached hereto the list of contracts and leases that may be transferred, assumed and assigned to the Successful Bidder (collectively, "Assigned Contracts") along with the cure amounts that the Debtors believe must be paid to cure all defaults (in each instance, the "Cure Amount"). Inclusion of a contract or lease on Schedule 1 does not mean that the Assigned Contract will ultimately be assumed and assigned to the Successful Bidder and the Successful Bidder retains the right to remove any Assigned Contract from Schedule 1 up to the time of closing, in which event such contract or lease shall not constitute an Assigned Contract.

**PLEASE TAKE FURTHER NOTICE** that any non-debtor party to an Assigned Contract shall be required to file an objection to the Cure Amount (the "Cure Objection") by **January 28, 2025 at 4:00 p.m. (ET)** (the "Cure Objection Deadline"). Any Cure Objection must (i) be in writing; (ii) conform to the applicable provisions of the Bankruptcy Rules and the Local Rules; and (iii) state with specificity what cure the party to the Assigned Contract believes is required with appropriate documentation in support thereof. If no objection is timely received, the Cure Amount set forth in this Notice shall be controlling notwithstanding anything to the contrary in any Assigned Contract or other document as of the date of this Notice. Any Cure Objections not resolved between the parties shall be heard at a hearing fixed by the Court.

**PLEASE TAKE FURTHER NOTICE** that any counterparty to any Assigned Contract who wishes to object to the transfer, assumption and assignment of any Assigned Contract to the Successful Bidder ("Assumption and Assignment Objection"), including any objection based on lack of adequate assurance of future performance, shall file an objection no later than **January 28, 2025 at 4:00 p.m. (ET)**. Any Assumption and Assignment Objection must (i) be in writing; (ii) conform to the applicable provisions of the Bankruptcy Rules and the Local Rules for the United States Bankruptcy Court for the District of New Jersey ; and (iii) state with specificity the legal and factual basis for such objection, and, if based on lack of adequate assurance of performance of the Assigned Contract, state with specificity the adequate assurance the party to the Assigned Contract believes is required with appropriate documentation in support thereof.

**PLEASE TAKE FURTHER NOTICE** that counterparties to Assigned Contracts may obtain financial and other adequate assurance information regarding the Successful Bidder by contacting counsel to the Debtors, Archer & Greiner, P.C., Attn: Stephen M. Packman (215-963-3300); ([spackman@archerlaw.com](mailto:spackman@archerlaw.com)).

**PLEASE TAKE FURTHER NOTICE** that any Cure Objection or Assumption and Assignment Objection shall be filed with the Clerk of the Court and served via e-mail on: (a) counsel for the Debtors, Attn: Stephen M. Packman ([spackman@archerlaw.com](mailto:spackman@archerlaw.com)); (b) Office of the United States Trustee, One Newark Center, Newark, NJ 07102, Attn: Jeffrey M. Sponder ([jeffrey.m.sponder@usdoj.gov](mailto:jeffrey.m.sponder@usdoj.gov)); and (c) counsel for the Successful Bidder (*contact information to be supplied once Successful Bidder has been determined*).

**PLEASE TAKE FURTHER NOTICE** that any counterparty to any Assigned Contract who does not file a Cure Objection by the Cure Objection Deadline, shall be barred and estopped from objecting to the Cure Amount or asserting or claiming any Cure Amount (other than the Cure Amount listed on this Notice) against the Debtors, the Debtors' estate or the Successful Bidder.

**PLEASE TAKE FURTHER NOTICE** that any counterparty to an Assigned Contract who does not timely file an Assumption and Assignment Objection shall be deemed to have consented to the transfer, assumption and assignment of its Assigned Contract to the Successful Bidder and will be forever barred and estopped from objecting to such transfer, assumption and assignment on account of the Cure Amount, lack of adequate assurance or any other grounds.

**PLEASE TAKE FURTHER NOTICE** that this Notice of Potential Assumption and Assignment of Contracts and Leases is subject to the full terms and conditions of the Sale Motion, Bidding Procedures Order, Bidding Procedures, and Sale Order which shall control in the event of any conflict and the Debtor encourages parties in interest to review such documents in their entirety. A copy of the Sale Motion, Bidding Procedures Order, Bidding Procedures, and/or Sale Order may be obtained from Archer & Greiner, P.C., Attn: Stephen M. Packman ([spackman@archerlaw.com](mailto:spackman@archerlaw.com)); (215) 963-3300.

Dated: January 14, 2025

**ARCHER & GREINER, P.C.**

/s/ Stephen M. Packman

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